

## Amendment to Oil and Gas Lease

THIS AGREEMENT made and entered into this the 26<sup>th</sup> day of May, 2010 by and between Robert J. Groves and Kara A. Groves, his wife, 705 Glenwood Avenue, Moundsville West Virginia, 26041.

TRANS ENERGY, INC., P.O. BOX 393, ST. MARY'S, WEST VIRGINIA 26170 (50%)  
AND REPUBLIC PARTNERS VI, LP, 4925 GREENVILLE AVENUE, SUITE 1050,  
DALLAS, TEXAS 75206 (50%),

THIS AMENDMENT OF OIL AND GAS LEASE AGREEMENT, Is subject to an oil and gas lease taken by Trans Energy Inc., dated the 15<sup>th</sup> day of January, 2010 and recorded in Deed Book 693 Page 409. Party of the first part is hereby granting Trans Energy Inc., the right to amend the original non surface lease and use the said surface for a well site location.

Trans Energy Inc. agrees to uphold the following agreements:

1. Any Timber that is harmed will be conveniently laid on an agreed upon area so that Lessor can have access to said timber.
2. Any liner that is used on the pad site drilling pit will be removed after the pad site has been developed.
3. Trans Energy Inc., will test the well water prior to any drilling and after the drilling has been concluded. If said water has been damaged Trans Energy Inc., is responsible to drill a new water well, or supply and lay the pipeline to connect Olid W. Groves' one dwelling to the city water line.
4. Trans Energy Inc., is responsible for maintaining the access road.
5. Lessor is to have accessibility to the access road.
6. Once pad site is developed, Trans Energy Inc., agrees to include all Lessor's acreage into the unitization when calculating royalty payments.
7. It is agreed and understood that Lessee shall repair and restore the surface of the leased premises, including any damage to existing drainage tile as a result of Lessee's operations, to as close as reasonably practical to the condition in which the leased premises existed at the time of the commencement of drilling operations. Weather permitting; this work shall be completed within ninety (90) days after the cessation of the later of drilling, completing or equipping operations upon the leased premises. This work shall be done at the sole expense of the Lessee as approved by Lessor and USDA/NRCS recommendations, if any.
8. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall be based on the current market value in the area for whatever type of crops were disturbed. Such damage shall be assessed by a representative of Penn State Cooperative Extension Service, USDA/NRCS, or a representative from the County Farm Bureau. Lessee shall use a quality pasture mix during reseeding and reclamation on any pasture areas affected by Lessee's operations. Lessee shall bury all permanent pipelines below plow depth (36 inches minimum, where possible) through cultivated areas upon request of Lessor or within a reasonable length of time thereafter. If Lessee wishes to use cultivated lands to lay pipeline(s), Lessee agrees to use the double ditch method for laying pipeline(s) to protect topsoil.
9. **ARBITRATION:** In the event of a disagreement between Lessor and Lessee concerning this lease, performance hereunder, or damages caused by Lessee's operations, settlement shall be determined by a panel of three disinterested arbitrators. Lessor and Lessee shall appoint and pay the fee of one each, and the two so appointed shall appoint the third, whose fee shall be borne equally by Lessor and Lessee. The award shall be by unanimous decision of the arbitrators and shall be final.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals this day and year first above written.

Witness Signature:

Lessor Signatures:

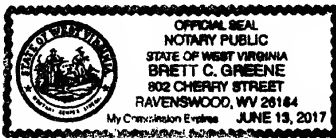
Robert J. Groves (Seal)  
Robert J. Groves

Kara A. Groves (Seal)  
Kara A. Groves

STATE OF WV

COUNTY OF Marshall

TO-WIT: The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2010, by Olid W. Groves, Robert & Kara Groves.



Brett Greene  
Notary Public

June 13, 2017

My commission expires

Trans Energy Inc., reviewed and approved

By: [Signature]

Its: LAND MANAGER

This document was prepared by and is to be returned to:

**TransEnergy**  
PO Box 393,  
St. Marys, WV 26170

Jan Pest  
MARSHALL County 11:20:35 AM  
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Additional \$6.00

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 26<sup>th</sup> day of May, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 15<sup>th</sup> day of October, 2010 at 11:20 o'clock A.M.

TESTE: [Signature] Clerk.